

Contract no. 1721

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A G R E E M E N T

Between

THE BOROUGH OF UPPER SADDLE RIVER
NEW JERSEY

and

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 218

January 1, 1991 through December 31, 1992

LAW OFFICES:

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PREAMBLE

This Agreement entered into this day of 1991, by and between the Borough of Upper Saddle River, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and the New Jersey Policemen's Benevolent Association, Local 218, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1

The Borough hereby recognizes the PBA as the sole and exclusive representative of all Employees of the Upper Saddle River Police Department, excluding the Chief of Police and/or Deputy Chief, for collective negotiations concerning salaries, hours and other terms and conditions of employment.

Section 2

Unless otherwise indicated, the term "Officer", "Patrolman", "Policeman" or "Employee", when used in this Agreement refer to all persons represented by the PBA in the above defined negotiating unit.

Section 3

Pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. the Borough hereby agrees that every Policeman shall have the right freely to organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. All Police Officers shall have the right to refrain from any of the above. As a body exercising governmental power under the laws of the State of New Jersey, the Borough

undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Policeman in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any Policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The PBA, its members, its representatives or agents, agree that they shall not interfere with, restrain or coerce any Employee in the exercise of the right guaranteed to them by the Public Employment Relations Act, shall not interfere with, restrain or coerce the Borough in the selection of its representatives for the purpose of negotiations of the adjustment of grievances, shall not refuse to negotiate in good faith with the Borough concerning terms and conditions of employment, shall not refuse to reduce any negotiated agreement into writing and sign such agreement, and shall not violate any of the rules and regulations established by the Public Employment Relations Commission.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be effective retroactive to January 1, 1991 and continue in full force and effect until December 31, 1992 or until a new agreement is executed, whichever is later.

ARTICLE III

SALARIES

Section 1

Employees shall be paid in accordance with Schedule A annexed.

ARTICLE IV

OVERTIME

Section 1

Overtime compensation shall be paid to each Employee at the rate of one and one-half ($1\frac{1}{2}$) times his regular hourly rate of pay, with payment to be made on a monthly basis. The overtime compensation shall be paid to Employees in a separate check. For purposes of this Section all overtime computation shall be based upon base rate including longevity, educational incentive as well as speciality pay for the respective Officer.

Section 2

Overtime compensation shall be paid for each hour or portion thereof which an Employee is called upon to work in addition to his regularly scheduled tour of duty. The regularly scheduled tour of duty shall be eight (8) hours in a twenty-four (24) hour period commencing at 12:00 A.M. and ending at 11:59 P.M., subject to Section 5 hereof.

Section 3 - Recall

Whenever an Employee is recalled to work during his day off, time off, or vacation day, he shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for two (2) hours or for all hours worked, whichever is greater.

Section 4 - Court Time

Whenever an Officer is required to appear in federal, state or county court during his off duty time, he shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for a minimum of four (4) hours. In the event that the court appearance exceeds four (4) hours, the Officer shall be compensated at the rate of straight time for all such additional hours. Whenever an Officer is required to appear in municipal court during his off duty time, he shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for two (2) hours or time and one-half ($1\frac{1}{2}$) for all hours, whichever is greater. In computing total hours for purposes of this Section, travel time to and from headquarters shall be included, but no additional travel time shall be included.

Section 5 - Minimum Time Between Shifts

Officers shall receive a minimum of fourteen (14) hours off between shifts. In the event that an Officer is recalled to duty before the expiration of fourteen (14) hours, he shall receive time and one-half ($1\frac{1}{2}$) for all hours worked during the fourteen (14) hour period. This provision shall not apply to early recall situations which are required by holidays or vacations, or which are caused by exchange of tour with another member or which are for the convenience of any Officer.

Section 6

Overtime compensation shall be paid in accordance with the provisions of Section 1 hereof, except that any Officer may

apply to the Chief of Police or his designee for compensatory time off in lieu of cash at the rate of time and one-half ($1\frac{1}{2}$) for the hours worked, or a portion thereof.

ARTICLE V

LONGEVITY

Section 1

In addition to the compensation provided by Article IV hereof, each Officer shall be paid longevity pay at the rates set forth below. Longevity pay shall be included in the base salary on and after the first day following the appropriate anniversary date of employment.

Section 2

The longevity benefit shall be as follows:

<u>Years of Continuous Employment</u>	<u>Percentage of Base Pay</u>
3 Years	1%
6 Years	2%
9 Years	3%
12 Years	4%
15 Years	5%
18 Years	6%
21 Years	7%
24 Years	10% (maximum longevity percentage)

ARTICLE VI

COLLEGE CREDITS

Each Officer shall receive tuition reimbursement and salary increments for college credits in accordance with the provision of the revised Code of the Borough of Upper Saddle River, 1986.

Any Officer with a Bachelor's Level Degree shall be compensated the yearly sum of One Thousand Three Hundred Fifty (\$1,350.00) Dollars.

ARTICLE VII

CLOTHING ALLOWANCE

Each Officer shall receive the sum of Eight Hundred (\$800.00) Dollars as a clothing allowance to be used for uniform replacement, additions, and maintenance. Effective January 1, 1992, the annual uniform allowance shall be increased by One Hundred (\$100.00) Dollars to a sum of Nine Hundred (\$900.00) Dollars per year. The clothing allowance shall be paid not later than April 30 of each year. Each Officer shall control his purchases based upon personal requirements. The clothing allowance shall be used to purchase leather jackets if and when needed.

The cost of any major uniform changes initiated by the Borough shall be borne by the Borough and shall be in addition to the clothing allowance provided hereby.

Newly appointed Officers shall be provided with a complete uniform issue, not limited to the amount provided herein, in their first twelve (12) months of employment.

In addition to the uniform allowance, the Borough shall provide each Officer with a safe and secure holster as determined by the Chief of Police. The PBA shall be advised in advance if a new holster is to be considered and shall be permitted input on the subject. Said holster shall be replaced at the Borough's expense on an as needed basis, however, not less than once every three (3) years.

The clothing allowance set forth in this Article shall be prorated for a newly appointed Officer based upon the number of

months of his or her first year's employment.

ARTICLE VIII

HOLIDAYS

Section 1

Each Officer shall receive thirteen (13) paid holidays per year enumerated in Section 2.

Section 2

All holidays shall be considered an eight (8) hour work day and shall be computed into and considered as the Officer's regular tour of duty, for purposes of computation of overtime. The holidays shall be:

New Year's Day

General Election Day

Lincoln's Birthday

Veteran's Day

Washington's Birthday

Thanksgiving Day

Good Friday

Day after Thanksgiving

Memorial Day

Labor Day

Independence Day

Columbus Day

Christmas Day

ARTICLE IX

VACATIONS

Section 1

Annual vacation leave with pay shall be provided to Officers in accordance with the following schedule:

- a. During the first year of continuous employment, five (5) work days after six (6) months of employment. No vacation benefits shall accrue in the first six (6) months of employment.
- b. During the second year of continuous employment, ten (10) work days after eighteen (18) months of employment.
- c. During the third year of continuous employment, ten (10) work days.
- d. During the fourth year of continuous employment, eleven (11) work days.
- e. During the fifth year of continuous employment, twelve (12) work days.
- f. During the sixth year of continuous employment, thirteen (13) work days.
- g. During the seventh year of continuous employment, fourteen (14) work days.
- h. During the eighth year through the twelfth year of continuous employment, one (1) additional day for

each subsequent year of service after seven (7) years until the completion of the twelfth year, resulting in twenty (20) work days.

- i. Upon completion of twelve (12) years of continuous employment, twenty (20) work days.
- j. Upon completion of fifteen (15) years of continuous employment and thereafter, twenty-one (21) work days.

ARTICLE X

SICK LEAVE

Section 1 - Definitions

(a) Sick Leave is defined to mean an absence from duty because of illness, accident, disease, injury or the contagious disease in the Officer's household, which might endanger the health of the other members of the Department. Such leave shall be further defined to mean an absence from duty because of illness, accident, disease, or injury in the officer's immediate family provided that same results in hospitalization. Charges to sick leave shall not include absence from duty for that period of time during which Workmen's Compensation (temporary benefits, including the statutory waiting period) is received by the Officer, in connection with work-related sick leave as is more particularly defined below. Leave relating to childbirth of an officer's spouse shall not exceed five (5) days charged against sick leave and shall be in accordance with applicable directives promulgated by the Chief of Police. The provisions of Article IV, Section 5 entitled "Minimum Time Between Shifts" shall not apply to this section.

(b) Immediate Family shall mean an Officer's wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, legal guardian or person standing in loco parentis.

(c) Officer shall mean all members of the regular Police force of the Borough, including probationary Patrolmen.

Section 2 - Sick Leave Allowance

Each Officer shall be granted sick leave with pay of not more than twelve (12) working days each calendar year which shall be deemed vested on the first day of January.

Section 3 - Sick Leave Accumulation

If an Officer requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year. Said cumulative sick days shall not exceed a maximum of two hundred (200) days.

Sick leave shall continue to accumulate during such time as a member may be on authorized sick leave, work related sick leave as above-defined, military leave and vacation time.

Section 4

An Officer shall be granted five (5) working days off, even if not consecutive, from the date following the death of a member of his immediate family. For purposes of this Section, immediate family shall be defined as father, mother, brother, sister, wife, son, daughter, grandmother or grandfather.

An Officer shall be granted three (3) working days off, even if not consecutive, from the date following the death of his immediate father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

Bereavement time off shall not be charged against the officer's sick leave or other time off.

Section 5 - Work Incurred Injury

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Mayor and Council, may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation establishing such further period of disability and such finding by the Division of Workers Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough sanctioned training

program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

Section 6

Sick days may accumulate up to two hundred (200) days if the Officer has accumulated at least twenty-four (24) sick days when he is due to retire, he may leave the Borough's employ prior to his scheduled date of retirement. Such early leave shall be granted with full pay at the rate of one (1) day for each day of accumulated sick leave.

ARTICLE XI

INSURANCE

Section 1 - Hospitalization

The Borough shall continue to maintain the current Blue Cross, Rider J, Blue Shield, Major Medical Insurance at no cost to the Employees.

Section 2 - Life Insurance

The Borough shall maintain and pay all premiums for a Group Life Insurance Policy insuring each member for the amount of Ten Thousand (\$10,000.00) Dollars, with provisions of double indemnity coverage.

Section 3 - Dental

The Borough shall continue to maintain the existing group Dental Plan at no cost to the Employees.

Section 4 - False Arrest

The Borough shall maintain and pay for False Arrest Insurance coverage for all Officers in the minimum amount of One Hundred Thousand (\$100,000.00) Dollars for each person and Three Hundred Thousand (\$300,000.00) Dollars for each occurrence.

Section 5 - Civil Liability Insurance

The Borough shall maintain and pay for Civil Liability Insurance for all Officers in the minimum amount of One Hundred Thousand (\$100,000.00), Dollars for each person and Three Hundred Thousand (\$300,000.00) Dollars for each occurrence.

ARTICLE XII

HEALTH BENEFITS

The Borough shall provide, at its own expense, the opportunity for each member to receive regular immunization booster inoculations for contagious diseases.

Such inoculations shall not be required by any member, except in emergency epidemic situations.

ARTICLE XIII

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any Employee(s) covered by the Agreement.

Disciplinary action shall not be subject to the grievance procedure.

The procedure for settlement of grievance shall be as follows:

(A) STEP ONE

In the event that any Employee covered by this Agreement has a grievance within fifteen (15) calendar days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the

(B) STEP TWO

If the Association wishes to appeal the decision of the Chief of Police (or the Officer in charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within fifteen (15) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty-five (25) calendar days of receipt of the written grievance.

(C) STEP THREE

(1) If no satisfactory resolution of the grievance is reached at STEP TWO, then within eight (8) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.
- (3) Employees covered by this Agreement shall have the right to process their own grievance without representative.
- (4) The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

ARTICLE XIV

INTERROGATION OF POLICE OFFICERS

In an effort to insure the departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member of the force shall be informed of the nature of the interrogation before it commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
2. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned.
3. In cases other than departmental investigations, if member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decision of the United States Supreme Court.
4. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and day-to-day operations of the Department.

ARTICLE XV

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XVI

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed Police Officer of the Borough to participate in the funeral service for the said deceased Officer.

Subject to the availability of same, the Borough will permit a Borough Police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XVII

PRESERVATION OF RIGHTS

The Borough of Upper Saddle River agrees that all benefits, terms and conditions of employment relating to the status of the Borough of Upper Saddle River Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVIII

REPLACEMENTS

No full time Employee covered by this Agreement shall be replaced by any non-Police Officer, part time or other personnel.

No Employee position presently regularly filled by a full time uniformed Employee covered by this Agreement shall be covered by any non-Police Officer, part time or other personnel.

ARTICLE XIX

WORK IN HIGHER RANK

When an Employee works in a higher rank for thirty (30) consecutive days or more, he shall receive the pay of that higher rank in which he is working and the Borough shall not defeat the intent of this clause by shifting two (2) or more Employees to cover the higher rank in question. This clause shall not apply in cases of vacancies due to vacations.

After an Employee works in a higher rank for thirty (30) days or more, he shall thereafter receive the pay of such higher rank for the remaining period of time during which he performs the work of such higher rank.

ARTICLE XX

SAVINGS CLAUSE

Section 1

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI

DURATION

This Agreement shall have a term from January 1, 1991 through December 31, 1992. This Agreement shall continue in full force and effect thereafter until a successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this _____ day of _____, 1991.

BOROUGH OF UPPER SADDLE RIVER

By: _____

ATTEST:

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 218

By: _____

ATTEST:

*to Mr. [unclear]
Borough Clerk*

SCHEDULE A
SALARIES

	<u>Effective</u> <u>01/01/91</u>	<u>Effective</u> <u>01/01/92</u>
(A) Lieutenant of Police	\$54,576	\$58,260
(B) Sergeant of Police	\$52,170	\$55,691
(C) Patrolman Over 4 Yrs.	\$49,529	\$52,872
Patrolman Over 3 Yrs.	39,774	42,459
Patrolman Over 2 Yrs.	36,121	38,559
Patrolman Over 1 Yr.	32,076	34,241
Probationary Patrolman	24,378	26,024
(D) Officer in Charge of Investigation Section	\$1,000	\$1,100
(E) Officer (Assignment to Investigation Section)	\$700	\$800
(F) Juvenile Officer (Assignment)	\$500	\$600

Section 2

The foregoing salaries shall be retroactive to January 1, 1991. Retroactive payments shall be made in a lump sum in accordance with past practice.